A BRILLIANT WEDDING.

COMMANDER WHITING AND MISS ETTA AFONG UNITED.

Central Union Church Crowded at the Ceremony—Reception at the House of the Bride's Mother.

The most notable wedding of the year took place Tuesday P.M. when Commander William Henry Whiting, of the United States Navy, was united in marriage to Miss Henrietta Afong, at Central Union Church, by the Rev. E. G. Beckwith.

The church was crowded, and hardly a seat was to be had some time before the time set for the ceremony to be performed. The decorations of the altar were beautiful. On the railing in front of the choir loft was a bank of exquisite roses. On either side of the organ itself were two large American flags, half hidden by a screen of smilax. The pulpit itself was decorated with ferns, maile and smilax, and over the doors on both sides of the pulpit were trailing smilax and maile.

The bridesmaids were the Misses Marie, Bessie, Carrie, and Helen Afong. Commander Whiting's best man was Captain Barker of the Philadelphia, and his ushers were Lieutenant Carter, Paymaster McDonald, Lieutenant of Marines Kane, Ensign Conant, Ensign Willard and Ensign Ziegenmeier. All were in full dress uniform, as were all other officers of the warships now in port who were present.

Promptly at eight o'clock, Mrs. A. F. Judd, who presided over the organ, played the introductory music. At five minutes past eight, the wedding march from Lohengrin was played and the bridal party came in the left hand door of the church. First came six of the ushers, walking in couples, and following them the bridesmaids. The bride, on the arm of Chief Justice Judd, brought up the rear. As they entered the church, the bride's mother, Mrs. Afong, escorted by several naval officers, entered the door on the other side.

The bride was met at the altar by Commander Whiting and his best man. Dr. Beckwith performed the ceremony with the impressive service of the Episcopal Church.

When the last solemn words were spoken, the bride and groom, followed by the bridesmaids and ushers, left the church by the right hand aisle, to the music of Mendelssohn's wedding march, and were driven to the Nuuanu avenue residence.

The bride wore a plain white satin dress, with the usual veil and orange blossoms. Two of the bridesmaids wore pink bengaline, and carried pink carnations, and the other two were dressed in white silk mulle, trimmed with white satin ribbons. They carried white flowers.

THE RECEPTION.

After the ceremony the majority of the people who were at the church, went to the house of the bride's mother, Mrs. Afong, on Nuuanu avenue, where a large reception was given in honor of Commander and Mrs. Whiting. There the decorations of both the house and grounds were profuse and beautiful. In the yard were innumerable Japanese lanterns that cast a fairy-like light over the lovely grounds. Over the front doors of the house, large American and Hawaiian flags were draped.

Inside, the house was a bower of flowers. The parlor, on the right-hand side of the hall, was used by the bride and groom for receiving the congratulations of their friends. There was no marriage bell, but instead a large star of Marguerites under a canopy of white tarleton backed with maile and ferns. The piano in another corner of the room was a mass of carnations. Wreaths of tuberoses were extended around the walls, and a large bank of roses almost filled one side of the room. Potted plants, maidenhair, and maile formed the other decorations.

The stairway in the hall, was banked with green, maile and smilax having been twined in and out of the bannisters. The rooms opposite that used as a reception room by the bridal couple, were also beautifully arranged. There were large stands of lovely chrysanthemums, and roses and carnations were in profusion. The walls were decorated with flags, prominent among which was a large Chinese ensign occupying nearly all of one side of the room.

A large lanai had been built to be used as a supper room. The walls consisted solely of large, and brilliant colored flags, and the soft light cast by the Japanese lanterns made it a beautiful retreat. Supper was served at small tables. The presents received by the happy couple were both numerous and elegant, but were not displayed.

Commander and Mrs. Whiting will sail for the Coast on next Saturday's Australia. They will go immediately to New York, which will be their home for some time.

FROM WASHINGTON.

Some Amusing Remarks on the Hawaiian Situation.

WASHINGTON, Nov. 18.—But there is another menace to the Administration's policy. Congress meets in eighteen days. There will be a sharp stirring-up of matters at once. Every Republican of the Senate committee on foreign relations, and at least two of the Democratic members—Messrs. Morgan and Butler—are diametrically opposed to the Administration's Hawaiian policy, and will fight it openly. They will be backed by, in all probability, a large majority of that body. In the House the Administration is a trifle better off. But when it comes to force the House committee on foreign affairs will split from the Administration and leave it to its own devices. If Congress wants to, it can bring the White House up with a round turn.

Senator Morgan was at the department for over an hour yesterday, and while he preserves a truly diplomatic silence enough is known of his visit to state positively that when he left Mr. Gresham knew more about the precedents which worked against the Administration than he did about those he thought were in its favor.

The Japanese Minister had another pleasant call also, and came away feeling good himself. Nearly everybody who comes away these days seems to feel cheerful.

There are several pleasant little incidents floating around. One is that the mission was offered to Proctor Knott. When he had heard what was expected of him he remarked that he had played poker too long to make a bluff like that, but if the Secretary wanted the Hawaiians to have a first-class queen he would mention the matter to his cook. Another is that somebody has got to stand sponsor for Blount. Secretary Gresham disclaims the discovery. Members of Congress say that Blount used to boast that he rarely read the newspapers. He is missing some interesting things about now.

The story that Minister Willis had plenary powers to command the United States naval forces, in case he were given his passport by President Dole, is without foundation.

One thing sticks out as prominent as a wart on the nose of beauty, and that is that the Administration realizes that public sentiment is being roused against it all along the line. So forcible is that torrent, that if some dam is not raised against it it will sweep all before it.

PRESIDENT DOLE URGED TO STAND FIRM.

It is a beautiful scheme, but it may be abandoned now that the cat is out of the bag. One thing can be used as a basis for a monetary argument, and it is that Mr. Thurston can get his information from Hawaii a little quicker than the Administration can. In the first place he does not use a cipher; plain, everyday English is good enough for him, and he does not send one word where the Government sends ten. For instance, in the dispatches which went out Friday on the Victoria, the main one was as laconic and forcible as as that of General Corse, at Allatoona. He practically told President Dole to stand firm, and hold on till the ice was three feet thick in the crater of Kilauea. He further provided for every contingency which might arrive, even to the extent of advising President Dole to retreat to the foot-hills, in case force was used against him, taking the forces and arms of the Provisional Government and returning to Honolulu when the American troops were withdrawn, but never to surrender.

In the Supreme Court of the Hawaiian Islands.

SEPTEMBER TERM, 1893.

IN THE MATTER OF THE BANKRUPTCY OF W. H. ALDRICH.

BEFORE JUDD, C. J., BICKERTON AND FREAR, JJ.

A person is not entitled to be adjudged a bankrupt on his own petition (under Sec. 2, Ch. XXXV, Laws of 1884) unless he is insolvent.

A person who owes debts which are due to the amount of $3,000, which he cannot pay, is insolvent, although he has an income for life which, though sufficient in time, cannot in any way at present be realized upon for sufficient to pay his debts.

OPINION OF THE COURT BY FREAR, J.

The question is whether W. H. Aldrich is entitled to be adjudged a bankrupt upon his own petition. It appears that he owes debts, due at the time of his petition, aggregating a little more than three thousand dollars; and that his property, aside from articles of household furniture of little value, consists of a bequest during his life of a portion of the income of a part of the residue of the estate of his deceased father, who by will, after making certain specific devises and bequests, gave the residue of his estate to trustees upon various trusts, the third of which is:

"To appropriate and pay out of the net rents, income, issues and profits derived from or yielded by the equal one-fourth (¼) part of such residue of my estate, and from the successive investments thereof, hereinbefore provided for, so much thereof as may be required to be expended for the proper education of the children of my said son William Holt Aldrich, and to pay and deliver the remainder of such net rents, income, issues and profits to my said son, William Holt Aldrich, for and during the period of his natural life, and in quarterly, semi-annual or annual installments, as he may elect; *provided always*, and it is a positive and specific condition of this bequest, that said portion of said rents, income, issues and profits, shall be paid to him personally, and only upon his individual receipt therefor; also, that he shall have no power to anticipate said rents, income, issues and profits, or any part thereof, nor to alienate, transfer, convey, or dispose of the same, or of any interest therein, or part thereof; nor shall the same be involuntarily alienated by him, or be subject to attachment or execution, or to be levied upon or taken upon any process, for any debt or debts which he may contract, or in satisfaction of any demands or obligations which he may incur."

There are certain limitations over upon the death of this son. The amount of the income in question is wholly uncertain, but it seems to be admitted to be sufficient to pay the debts in the course of time, or even at present, if available by way of anticipation.

The statute, in Section 2, which provides for voluntary bankruptcy, authorizes "any person owing debts to the amount of five hundred dollars" which have not been contracted in a fiduciary capacity, to petition to be adjudged a bankrupt. There is no express qualification in the statute, as to whether the debts must be due or not, or whether there must have been a failure to pay them when due, or whether the debtor must be insolvent or not. Considering the general purpose of the statute, however, it is plain that the legislature could not have intended to allow "any person [whether solvent or not] owing debts [whether due or not] to the amount of five hundred dollars" to become a bankrupt. There must therefore be some implied qualification or restriction, there must be some implied circumstance or circumstances, in addition to the mere fact of owing debts to the prescribed amount. But what? Counsel for the alleged bankrupt contends that it is sufficient if the debtor in addition to owing debts has committed any of the acts enumerated in Section 1 of the statute, which provides for the involuntary bankruptcy, upon the petition of his creditors, of "every person owing debts to the amount of five hundred dollars who shall refuse or fail to make payment of any of his just demands for ten days after the same shall mature, or who shall depart the kingdom with the intent to hinder, delay or defraud his creditors, or who shall secrete himself, or keep his house to hinder, delay, defraud or avoid his creditors, or to hinder or delay the service of legal process for the collection of any debts or who shall make any fraudulent or secret conveyance of his property to any person or persons, or make any secret removal or other disposition of his property for the purpose of hindering, delaying or defrauding his creditors." This contention is unsound. It would allow the debtor to take advantage of his own wrong to the injury of his creditors. The statute is designed for the benefit of the creditors as well as of the debtor. So far as it provides for involuntary bankruptcy, it is designed chiefly for the benefit of the creditors, enabling them to protect themselves, so far as possible, from loss, which might otherwise result from either the wrongful acts or the misfortune of the debtor. So far as it provides for voluntary bankruptcy, it is designed chiefly for the benefit of the debtor, enabling him to protect himself from attacks from his creditors when through misfortune or circumstances which the law does not regard as wrongful acts or omissions on his part, he is unable to meet his engagements. The only circumstance mentioned in Section 1 which, coupled with the owing of debts to the amount prescribed in Section 2, might enable a debtor to become a voluntary bankrupt without taking advantage of his own wrong, is, the "failure to make payment of any of his just demands for ten days after the same shall mature," and even such failure must, of course, by implication, not be the result of what the law would recognize as the wrongful act or omission of the debtor. This would practically require the debtor to be insolvent, to enable him to become a voluntary bankrupt. And this is the contention of counsel for the creditors—that the debtor must be insolvent. This also seems reasonable, and is supported by the fact that the old law (Civil Code, Section 962) provided that the debtor could become a bankrupt upon his own petition, only "upon finding himself insolvent," in addition to owing debts to a certain amount. The omission of this clause in the new Bankrupt Act of 1884 does not appear to have been made with the intention of altering the law in this respect. It was probably an oversight.

The question then is, was W. H. Aldrich insolvent? What constitutes insolvency? It is inability to pay one's debts, but *how* and *when*? All the authorities agree that it is a *present* inability. It is immaterial what the prospects for the future are. "Insolvency means inability to pay debts as they mature and become due and payable, * * * without reference to the possibility or probability, or even certainty, that at a future time, on the settlement or winding up of all his [the debtor's] affairs, his debts will be paid in full out of his property. * * * To hold that the probability that if the estate could be judiciously managed it would, after the lapse of some indefinite time, at prices corresponding with its then estimated value, produce enough to pay the creditors, if they also would wait and not force sales by judgments and executions, is to constitute proof of solvency within the meaning of the law, would be neither sensible nor just. * * * A man who is unable to pay his debts out of his own means, or whose debts cannot be collected out of such means by legal process, is insolvent; and although it may be morally certain that with indulgence of his creditors, in point of time, he may be ultimately able to satisfy his engagements in full. The term insolvency imports a present inability to pay. The probable or improbable future condition of the party in this respect does not affect the question. If a man's debts cannot be paid in full out of his property by levy and sale on execution, he is insolvent within the primary and ordinary meaning of the word, and particularly in the sense in which the word is used in the bankruptcy act." Bump on Bankruptcy, 412; *Cunningham vs. Norton*, 125 U. S., 77; *Dutcher vs. Wright*, 94 U. S., 557; *Wager vs. Hill*, 16 Wall., 599; *Thompson vs. Thompson*, 4 Cush., 127. It is clear, therefore, that if W. H. Aldrich could meet his engagements only by waiting until his income under his father's will should accumulate to an amount equal to his indebtedness, he was not solvent. To hold otherwise would be to hold, contrary to both reason and authority, that insolvency is a present status evidenced by future contingencies. That would be to hold that one is not insolvent who, though deep in debts and without any property whatever, is in receipt of a salary or other income, or even is capable of earning, sufficient in time to pay off his indebtedness,—which would be untenable.

Was, then, W. H. Aldrich able to meet his engagements at the time of his petition? This raises the other question, *how* must one be able to meet his engagements in order to be solvent? The authorities seem agreed that, at least when traders are referred to, and when used in the sense of the bankruptcy acts, "insolvency" means inability to pay debts in legal tender. "Insolvency means an inability to pay debts * * * in that which is made * * * lawful money and a legal tender to be used in the payment of debts. * * * Property is not a lawful tender in payment of debts, and a debtor has no right to pay a debt with property of any kind. Therefore, the amount of a trader's property is of no consequence, if such inability to pay matured debts in lawful money exists." Bump, *ubi supra:* Anderson, Law Dict.; Cent. Dict.; Am. & Eng. Encyc.; Title insolvency. Guaged by this standard W. H. Aldrich certainly was insolvent.

But "insolvency" has another, a popular meaning. "It is sometimes used to denote the insufficiency of the entire property and assests of an individual to pay his debts," (Bump, Bankruptcy, 812) whether by direct distribution of his property among his creditors or by sale under legal process. No case has come to our knowledge in which the word has been construed in this sense when used in connection with bankruptcy acts, although it has been said that "the term may, perhaps, have a less restricted meaning" when applied to other persons than when applied to traders (Toof vs. Martin, 13 Wall. 47, in which it was held that "if the bankrupts [traders] could not pay their debts in the ordinary course of business, that is, in money, as they fell due, they are bankrupt.") The word seems however to have this broader meaning when used as a test of the validity of voluntary assignments for the benefit of creditors (Burrill on Assignments, 38-40), but even then, a person is considered insolvent if the "present inadequacy of the debtor's means to satisfy his engagements * * * even in connection with the probable fact of ultimate solvency * * * is itself a matter of uncertainty, being dependent upon contingences of various kinds which cannot be foreseen or estimated," or "where the property of the debtor is of a doubtful character, and may or may not, according to the circumstances, be sufficient to discharge his debts in full." Ib. 41. Taking, then, this broad definition, which is the most favorable to the creditors, and supposing for the sake of argument that this is the kind of insolvency contemplated by the statute, was W. H. Aldrich insolvent at the date of his petition? His interest in his father's estate could not be divided directly among his creditors at that time. The estate was in course of administration in the probate court. His interest was only an equitable life interest of uncertain amount. It was not subject to execution. Or could it even have been sold for sufficient to pay the debts? Being only a life interest (which itself is of uncertain duration) in the net income (after paying the uncertain expenses of the management of the estate and of the education of the children) of one-fourth of the residue (after certain specific devises and bequests) of an estate of uncertain amount, in course of administration, and with numerous conditions annexed to his interest, the effect of which would be, to say the least, uncertain until adjudicated upon, who would be willing to purchase it, and for how much? No attempt has been made on the part of the creditors to show that W. H. Aldrich could by any possibility, not to say probability, have met his engagements either in money or property, or in any other way at the time he petitioned to be adjudged a bankrupt, and yet it is well settled that insolvency means only a present inability to pay.

No attempt has been made to show that the alleged bankrupt's inability to pay has been the result of his own wrong. On the contrary, the creditors knew that he was without means, and they gave him credit upon his expectations of what he was to receive under his father's will, the time to receive which had not, without any wrong on his part, then arrived. It is not claimed, and it certainly has not been proved that in obtaining credit upon these expectations, the debtor acted fraudulently. If that can be shown it will be good ground for refusing the debtor his discharge. Nor does it appear that the debtor, in seeking bankruptcy, had any wrongful motive, other than that, if any, which may be inferred from the fact, if fact it be, that his creditors would thereby be placed in a worse condition than they otherwise would be in. The debtor claims to have taken the bankruptcy proceedings in order to protect himself from the attacks of his creditors, his household furniture having been levied upon in execution at the instance of one of them. This was reason enough to justify his course of action, and no other reason or motive, if any existed, has been shown either directly or inferentially. It does not even appear that, as a result of his action, whether right or wrongful, he will reap any other advantage than that to which he is lawfully entitled under the bankruptcy act, or that his creditors will suffer any injury. If the conditions annexed to his interest by the terms of the will are in the nature of limitations, his interest would be determined either by his bankruptcy or by an attachment by a judgment creditor. In either case neither he nor his creditors could reap any benefit from it. On the other hand, if the conditions are void as being merely conditions repugnant to the estate devised, his interest may be reached either by his assignee in bankruptcy or by judgment creditors. In either case the creditors receive the benefit of it. See *Graves v. Dolphin*, 1 Sim., 66; *Brandon v. Robinson*, 18 Ves., 429; *Rochford v. Hackman*, 9 Hare, 475; *Nichols v. Eaton*, 91 U.S., 716; *Tillinghast v. Bradford*, 5 R. I., 205; 2 Jarm. Wills, 23-37; Perry, Trusts, Sec. 386, 555. Nor does it appear that a judgment creditor would be in any better position than an assignee by reason of the property being in another jurisdiction (California). If the property can be reached at all, it can be reached, at least so far as it may be personal property, by the assignee, who acts in this respect not by virtue of his authority as an officer of the court, but because he has the title to the bankrupt's property, which has been transferred to him from the bankrupt by operation of law. (See 3 Parsons, Contr., Ch. XII., Section 3), and so far as the property may be real estate, if any further conveyance should be required, the bankrupt must give it or be refused his discharge, in which case the creditors may proceed as they think best. In this particular case, it would seem that the assignee might act to better advantage than the individual creditors, inasmuch as the several debts are so small that it could scarcely pay the creditors severally to proceed in a foreign jurisdiction. But whether for the advantage of the creditors or not, they cannot prevent the debtor from becoming a bankrupt, unless they can show either that he is solvent or that he is acting in a manner which the law deems wrongful. This they have not shown.

The order appealed from, revoking, on the petition of the creditors, the order adjudicating W. H. Aldrich a bankrupt should, therefore, be reversed and the original order should stand.

F. M. Hatch for the creditors; A. P. Peterson for the bankrupt.

Honolulu, December 1, 1893.